

Form B240 3/99  
XXXXXX8797

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WISCONSIN AT MADISON

|   |   |
|---|---|
| Debtor Name<br>Gregory & Theresa A Cook   | Bankruptcy Case No 0522102<br><br>Chapter 7 |
| Creditor's Name and Address:<br>MBNA America Bank, N.A.<br>c/o Weinstein & Riley<br>14 Penn Plaza, Suite 1615<br>New York, New York 10122 | REAFFIRMATION AGREEMENT                     |

Instructions: 1) Attach a copy of all court judgments, security agreements, and evidence of their perfection.  
2) File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court.

**NOTICE TO DEBTOR**

**This agreement gives up the protection of your bankruptcy discharge for this debt.**

**As a result of this agreement the creditor may be able to take your property or wages** if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

**You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later,** by notifying the creditor that the agreement is canceled.

**You are not required to enter into this agreement by any law.** It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with section 524(c) of the Bankruptcy Code).

**You are allowed to pay this debt without signing this agreement.** However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.

If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.

This agreement is not valid or binding unless it is filed with the clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless:

- 1) You have attended a reaffirmation hearing in the bankruptcy court, and
- 2) The agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)

|   |                                   |
|---|-----------------------------------|
| Bankruptcy Case No: 0522102             | Creditor: MBNA America Bank, N.A. |
| Debtor: GREGORY COOK and THERESA A COOK | XXXXXX8797                        |

**REAFFIRMATION AGREEMENT**

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows:

**THE DEBT**

|   |                    |
|---|--------------------|
| Account Number  | XXXXXX8797         |
| Total Amount of Debt When Case Was Filed                        | \$17,304.06        |
| <b>Total Amount of Debt Reaffirmed</b>                          | <b>\$2,300.00*</b> |
| Above total includes the following:                             |                    |
| Interest accrued to Date of Agreement                           | \$0                |
| Attorney Fees   | \$0                |
| Late Fees   | \$0                |
| Other expenses or costs Relating to the Collection of this Debt | \$0                |
| <b>Annual Percentage Rate</b>                                   | <b>0</b>           |
| <b>Amount of Payment</b>  | <b>\$100.00</b>    |
| <b>Date Payments Due</b>  | <b>03/01/2006</b>  |
| <b>Total Number of Payments to be Made</b>                      | <b>23</b>          |
| <b>Total Amount of Payments if Paid According to Schedule</b>   | <b>\$2,300.00*</b> |
| Date Any lien is to be Released if Paid According to Schedule   | N/A                |

\*In the event that debtor pays the amount of \$1,800.00 on or before 03/01/2006, then in such event this Reaffirmation agreement will be settled in full.

**Payments are to be made to:**

MBNA America Bank, N.A.  
c/o Weinstein & Riley  
2101 4<sup>th</sup> Ave, Suite #900  
Seattle, WA 98121  
(Please include Acct # on the payment)

The debtor agrees that any and all remedies available to the creditor under the security agreement remain available.

All additional terms agreed to by the parties (if any): This Reaffirmation is a compromise of a disputed claim by creditor that the debt herein is nondischargeable under section 523 of the Bankruptcy Code. The Parties agree that execution of this Reaffirmation Agreement extends the bar date by an additional 60 days from the date of rescission of this agreement for Creditor to file an Objection to Discharge of the debt if this agreement is rescinded. Creditor or its representatives may continue to bill debtor.

Payments on this debt XX were \_\_\_\_\_ were not in default on the date on which this bankruptcy was filed.

This agreement differs from the original agreement with the creditor as follows:

1. The interest rate on the debt has been reduced.
2. The payment amount has been adjusted.
3. The address for payments has changed

Bankruptcy Case No: 0322102

Debtor: GREGORY COOK and THERESA A COOK

Creditor: MBNA America Bank, N.A.

XXXXXX8797

**CREDITOR'S STATEMENT CONCERNING AGREEMENT  
AND SECURITY/COLLATERAL (IF ANY)**

Description of Collateral: NONE

Value: N/A

Basis or Source for Valuation: N/A

Current Location and Use of Collateral: N/A

Expected Future Use of Collateral: N/A

Check Applicable boxes:

☐ Any lien described herein is valid and perfected☒ This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 523 of the Bankruptcy Code (11 U.S.C. §523) or any other dispute.**The nature of this dispute is:** Creditor alleges the debt is nondischargeable due to the circumstances surrounding when and how the debt was incurred.**DEBTOR'S STATEMENT OF EFFECT OF AGREEMENT  
ON DEBTOR'S FINANCES**

Debtor's monthly income (take home pay plus any other income received)

\$ \_\_\_\_\_

Debtor's current monthly expenses

\$ \_\_\_\_\_

(not including any payments due under this agreement or any debt to be discharged in this case)

I believe this agreement ☐ will ☒ will not impose an undue hardship on me or my dependents.

I believe this agreement is in my best interest because: I do not want to litigate this dispute in court.

I agreed to reaffirm this debt because: I do not want to litigate this dispute in court.

I ☐ considered ☒ did not consider redeeming the collateral under §722 of the Bankruptcy Code (11 U.S.C. §722). I chose not to redeem because: I do not have enough money to make a lump sum payment.I ☒ was ☐ was not represented by an attorney during negotiations on this agreement.

Bankruptcy Case No: 05-22102

Debtor: GREGORY COOK and THERESA A COOK

Creditor: MBNA America Bank, N.A.

XXXXXX8797

**DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM**

I believe this agreement is in my best interest because the creditor has agreed to accept a lesser amount than is in dispute.

I was represented by an attorney during negotiations on this agreement.

**CERTIFICATION OF ATACHMENTS**

Any documents which created and perfected the security interest or lien \_\_\_\_ are \_\_XX\_\_ are not attached. If not attached, please explain: This is a reaffirmation on an unsecured claim to avoid litigation of a §523 action.

**SIGNATURES**

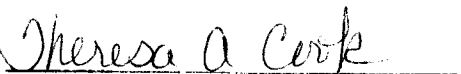

Signature of Debtor

1-27-06

Date

Name of Creditor:

MBNA America Bank, N.A.



Signature of Co-Debtor

1-27-06

Date



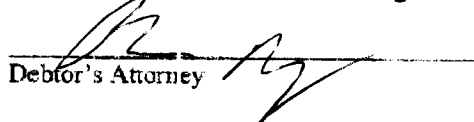
Signature of Creditor Representative

Date

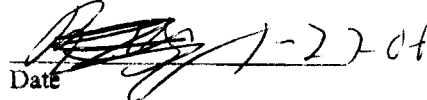
**CERTIFICATION BY DEBTOR'S ATTORNEY**

I hereby certify that:

1. This agreement represents a fully informed and voluntary agreement by the debtor(s);
2. This agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and
3. I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.



Debtor's Attorney



Date





WEINSTEIN & RILEY, P.S.

14 Penn Plaza, Suite 1515 ■ New York, New York 10122 ■ Telephone: (212) 268-5540 ■ Facsimile: (212) 268-9562  
Toll Free: 800-206-7410

February 3, 2006

**US Bankruptcy Court  
120 North Henry Street  
#340  
Madison, WI 53701**

Re: **MBNA/Cook**  
Case No. 05-22102

Dear Sir/Madam:

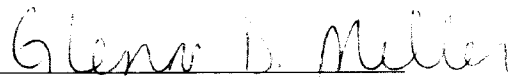
Enclosed herewith please find a **One Original and Two Copies** of the above-mentioned Debtor's **Reaffirmation Agreement**.

Please stamp received and mail one copy to my office in the enclosed stamped addressed envelope.

Thank you for your consideration.

Very truly yours,

Weinstein & Riley, P.S.

  
By: Glenn D. Miller, Esq.